

CallCatchers Inc. d/b/a FreedomVoice Systems

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms, and conditions applicable to Resold Telecommunications Services provided by CallCatchers Inc. d/b/a FreedomVoice Systems (“FreedomVoice”), with principal offices at 169 Saxony Road, Suite 212, Encinitas, California 92024.

This tariff applies for services furnished within the State of South Carolina. The tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the Company’s principal place of business.

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions: Sub article 1 – General; Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports; Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service; Sub article 4 – Engineering; Sub article 5 – Inspection and Tests; Sub article 6 – Standards and Quality of Service; Sub article 7 – Safety; and Sub article 8 – Telecommunications Relay Service Advisory Committee.

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Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision	Page	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
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* - indicates those pages includes with this filing

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

C – Change in Rule or Regulation.

D - Delete or Discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the South Carolina Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier – CallCatchers Inc. d/b/a FreedomVoice Systems unless otherwise clearly indicated by the context.

Day - From 6:00 AM up to but not including 6:00 PM Pacific Time Monday through Friday.

Commission - The South Carolina Public Service Commission.

Holidays - The Company observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls where applicable.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the State of South Carolina under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of South Carolina.

2.3 Billing and Payment

2.3.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), in the month following such usage. Usage charges are billed in arrears. Payment is due thirty (30) days following receipt of a bill.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Billing and Payment continued

2.3.2 Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within ninety (90) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

Customers who are dissatisfied with the response to their complaint may contact the Office or Regulatory Staff for resolution of the issues at:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Phone: 803-737-5230
Toll Free: 1-800-922-1531

2.3.3 Company will charge a late payment charge of 1.5% on any unpaid balance brought forward from the previous billing date. This method of late payment charge will be made in lieu of any other penalty.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3.4 Customer has the option of electing to pay invoices by credit card or check. Company will send Customer an invoice each month. Customer may also receive an additional invoice on Friday of any week in which Customer's minute usage is approximately \$18 for credit card customers or \$75 for check pay customers. Customer shall have thirty (30) days from the date of the invoice to remit payment. Company will bill Customer's credit card on the date payment is due. If the card fails, Company will notify Customer. The second day after the due date, Company will attempt to bill the card, and, if the card fails, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to bill the card and, if the card fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Customer will temporary suspend service until payment is received.

For customers that pay by check, Company suspends service fifteen (15) days after the due date. Each day from the due date until the date service is suspended (thirty (30) to forty-five (45) days from the date of the invoice), Company notifies Customer by electronic mail that Customer must remit payment or risk suspension. On day forty-five (45), the customer's account is put on hold and Company sends notifications everyday thereafter until the Customer pays or Company cancels the account for non-payment. Company cancels any account that is past due more than ninety (90) days.

2.4 Taxes

The quoted rates do not include taxes. The Company will assess a separate charge on a Customer's bill for state and local taxes.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service Commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6.2** Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.
- 2.6.3** Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.
- 2.6.4** The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.
- 2.6.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.7.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.7.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.7.4 Failure to pay a previously owed bill by the same Customer at another location.

2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.9 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges. In addition, Customer will be assessed a \$10.00 reconnection fee to reinstitute service. Other than any applicable initiation fees, there will be no charge for the service restoration.

2.10 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Liability of the Company

2.12.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures; or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

2.12.2 No Warranties: The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

2.12.3 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, but in any event not more than the sum of two months of the Customer's monthly charges, unless ordered by the Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12.4 The Company shall be indemnified and held harmless by the Customer against:

(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

(B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

2.13 Disconnection of Service by Carrier

The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.13.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.13.2 A violation of any regulation governing the service under this tariff.

2.13.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.13.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.14 Disconnection of Service by Customer

The Customer may terminate service at any time upon thirty (30) days' oral or written notice.

2.15 Reserved for Future Use

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with South Carolina law.

2.18 Other Rules

2.18.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is eighteen (18) seconds for a connected call and calls beyond eighteen (18) seconds are billed in six-second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

FORMULA:

$$\begin{array}{l} \text{The square} \\ \text{root of:} \end{array} \quad \frac{\begin{array}{cc} 2 & 2 \\ (V1 - V2) + (H1 - H2) \end{array}}{10}$$

3.3 Service Offerings

3.3.1 Inbound 800/Toll-Free and Long Distance Service

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six-second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Start Plan (400 included minutes) – Monthly charge \$9.95
Usage above Plan Allowance – \$0.039 per minute
Activation Fee – none

Edge Plan (1200 included minutes) – Monthly charge \$19.95
Usage above Plan Allowance - \$0.039 per minute
Activation Fee – none

Suite Plan (3000 included minutes) – Monthly charge \$29.95
Usage above Plan Allowance - \$0.039 per minute
Activation Fee - none

4.2 Payment of Calls

4.2.1 Late Payment Charges

Company will charge a late payment charge of 1.5% on any unpaid balance brought forward from the previous billing date. This method of late payment charge will be made in lieu of any other penalty.

4.3 Returned Check Charge

Returned checks will result in a \$25.00 fee applied to the Customer's account balance. Dishonored check charges will be assessed in accordance with Commission Regulation and S.C. Code Section 34-11-70.

4.4 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates.

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SECTION 4 – RATES (Cont'd)

4.5 Special Pricing Arrangements – ICB

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation and recurring charges, may be established at negotiated rates on an individual case basis (“ICB”), taking into account such factors as the nature of the services, the costs operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier’s costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or changes will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

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